

1 BILL NO. S-83-09-54

2 SPECIAL ORDINANCE NO. S-214-83

3 AN ORDINANCE approving a Contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and Huguenard/Schenkel, Inc., for
7 Traffic Eng. Sign Shop - Reconstruc-
8 tion of North Wall.

9 NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,
12 by the City of Fort Wayne by and through its Board of Public
13 Works and Huguenard/Schenkel, Inc., for Traffic Eng. Sign Shop -
14 Reconstruction of North Wall, is hereby ratified, and affirmed
15 and approved in all respects. The work under said Contract re-
16 quires:

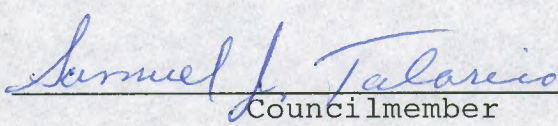
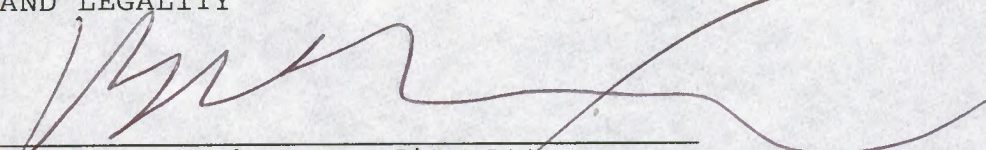
17 This contract is for improvement and re-
18 moval of the existing north brick exterior
19 wall and replacement with a combination
20 concrete block and brick wall of the "Sign
21 Ship" at the Traffic Engineering Operations
22 Building on East Wallace Street;

23 the Contract price is Thirty-One Thousand Seven Hundred Ninety-
24 Eight and No/100 Dollars (\$31,798.00).

25 SECTION 2. Prior Approval was received from Council
26 with respect to this Contract on September 6, 1983. Two (2)
27 copies of the Contract attached hereto are on file with the City
28 Clerk, and are available for public inspection.

29 SECTION 3. That this Ordinance shall be in full force
30 and effect from and after its passage and any and all necessary
31 approval by the Mayor.

32 APPROVED AS TO FORM
AND LEGALITY


Councilmember

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by Joe Quarta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock, _____.M., E.S.T.

DATE: 9-27-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Joe Quarta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-11-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 1-214-83

on the 11th day of October, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy
CITY CLERK

Ray A. E. E. E.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of October, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 18th day of October, 1983, at the hour of 3 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

73-179-19
9/14/83.

CONTRACT

THIS CONTRACT, made the 14th day of September 1983, by and between HUGUENARD/SCHENKEL, INCORPORATED, hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the considerations stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment and all utility and transportation services required to perform and complete in a workmanlike manner the reconstruction of

THE NORTH BRICK EXTERIOR WALL OF THE "SIGN SHOP" AT THE
TRAFFIC ENGINEERING OPERATIONS BUILDING ON EAST WALLACE STREET

for the Owner, all in strict accordance with the drawings and specifications, including any and all addenda, prepared by Bonar & Associates, Inc., which drawings and specifications are made a part of this Contract; and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price Thirty-One Thousand, Seven Hundred Ninety-Eight Dollars and Zero Cents (\$31,798.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal (Bid)
3. Advertisement
4. Specifications
 - a. General & Supplemental Conditions of the Contract
 - b. Instructions to Bidders
 - c. Detailed Specifications
 - d. EEO Requirements
 - e. City Standards and Specifications
5. Drawings
 - a. Detailed drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated

above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner; and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

ATTEST:

Juan Huguenard
Vice President
TITLE

HUGUENARD/SCHENKEL, INC.
(Contractor)

BY William Schenkel
President
TITLE

CITY OF FORT WAYNE, INDIANA
(Owner)

(SEAL)

ATTEST:

Helen D. Goehenow
Clerk
TITLE

BY [Signature]
Byron R. Collins
Jack Wilson
BOARD OF PUBLIC WORKS

BY [Signature]
Win Moses, Jr., Mayor

APPROVED AS TO FORM & LEGALITY:

[Signature]
ASSOCIATE CITY ATTORNEY

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,
HUGUENARD/SCHENKEL, INCORPORATED, as principal, and RELIANCE INSURANCE

COMPANY, Philadelphia, Pennsylvania, as surety are
held and firmly bound unto the Board of Public Works, for the benefit of
the City of Fort Wayne, hereinafter called the Owner, in the penal sum
of Thirty-One Thousand, Seven Hundred Ninety-Eight Dollars And Zero
Cents (\$31,798.00) for payment of which we hereby jointly and severally
bind ourselves, our heirs, executors, administrators, successors and
assigns.

DATED this 7th day of September, 1983.

The condition of this obligation is such that whereas the above named
principal did, on the 14th day of September, 1983, enter into a
contract with the Owner, by the terms of which said principal agreed to
furnish all labor, materials, equipment and supplies for the
reconstruction of the north brick exterior wall of the "Sign Shop" at
the Traffic Engineering Operations Building on East Wallace Street, as
described and defined in said Contract and in the specifications and
drawings, prepared by Bonar & Associates, Inc., which are a part
thereof, ready for continuous and successful operation, for the
completion of said work, for the sum of Thirty-One Thousand, Seven
Hundred Ninety-Eight Dollars and Zero Cents (\$31,798.00), and to remove
and replace any defective or unsuitable equipment or structure at the
expense of said principal which may be apparent or may develop from
inferior workmanship or material within one (1) year from the date of
final acceptance of the above described work, which Contract is made a
part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the
things agreed by it to be done and performed according to the terms of
said Contract, then this obligation shall be void, otherwise the same
shall remain in full force and effect; said principal shall also
promptly pay all indebtedness which may accrue, by operation of law or
otherwise, to any person, firm or corporation on account of any labor or
service performed or material furnished or service rendered in the
carrying forward, performing and completion of said Contract; we
agreeing and asserting that this undertaking directly inures to the
benefit of subcontractors, laborers, material men and those performing
service on account of or directly in connection with the completion of
said Contract, as well as for the obligee herein; then this obligation
shall be void, otherwise the same shall remain in full force and effect;
and said Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the
contract or to the work to be performed thereunder or the specifications
accompanying the same shall in any wise affect its obligation on this
bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the Contract or to the work
or the specifications.

No change, modification, omission, or addition in and to the terms or
conditions of said Contract, plans, specifications, drawings or profile,

or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said Surety; and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 7th day of September, 1983, affixed our signatures and corporate seals to three (3) executed original counterparts of this bond.

ATTEST:

Jean Huguenard

HUGUENARD/SCHENKEL, INC.
(Principal)

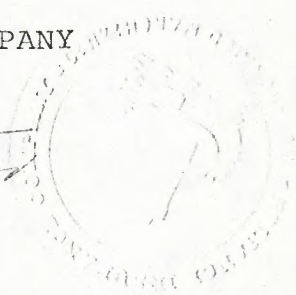
BY William Schenkel
Authorized Agent

ATTEST:

Barbara House

RELIANCE INSURANCE COMPANY
Surety

Lois L. Harter
Attorney-in-Fact
Lois L. Harter



BILL NO. S-83-09-54

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving a Contract by the City of Fort Wayne by and
through its Board of Public Works and Huguenard/Schenkel, Inc., for
Traffic Eng. Sign Shop - Reconstruction of North Wall

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

VICTURE L. SCRUGGS, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

Samuel J. Talarico

Victore Scruggs

Mark E. Giaquinta

Paul M. Burns

Roy Schomburg

Concurred 10-11-83

Sandra E. Kennedy

TITLE OF ORDINANCE Contract for Traffic Eng. Sign Shop - Reconst. of North Wall

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

J-83-09-54

SYNOPSIS OF ORDINANCE This contract is for improvement by demolition and removal of the existing north brick exterior wall and replacement with a combination concrete block and brick wall of the "Sign Shop" at the Traffic Engineering Operations Building on East Wallace Street. Huguenard/Schenkel, Inc. is the Contractor.

PRIOR APPROVAL RECEIVED 9/6/83



EFFECT OF PASSAGE Improvement of "Sign Shop".

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$31,798.00

ASSIGNED TO COMMITTEE